



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 2, 2015

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Shannon Wrobel
STATE CONTRACT PROCUREMENT OFFICER
302-857-4537

SUBJECT: **AWARD NOTICE Addendum #2 effective December 16, 2016**
CONTRACT NO. GSS16072B-APPAREL_BLNK
Apparel Blanks (DCI)

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection. **This contract is specifically for the use of Delaware Correctional Industries.**

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one year period from January 1, 2016 through December 31, 2016. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #2 extends contract through January 31, 2017

3. VENDORS

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GSS16072B-APPAREL_BLNKV01 Bodek and Rhodes, Inc. 2951 Grant Avenue Philadelphia, PA 19114 POC: Marge Mason PH: 855-264-1367 EM: mmason@bodekandrhodes.com FSF: 0000017912	GSS16072B-APPAREL_BLNKV02 Taylor Corporation /DBA/ Curtis 1000 Inc. 1725 Breckinridge Parkway, Suite 500 Duluth, GA 30096 POC: Jon Clewer PH: 443-764-9200 EM: jclewer@curtis1000.com FSF: 0000058969
GSS16072B-APPAREL_BLNKV03 Uniforms Manufacturing, Inc. PO Box 12716 Scottsdale, AZ 85267 POC: Emily Pelligreen PH: 480-368-9316 EM: emily@unidirect.com FSF: 0000022674	GSS16072B-APPAREL_BLNKV04 Broder Bros. Co DBA alphabroder 6 Neshaminy Interplex Trevose, PA 19053 POC: Nicole Virgilio PH: 856-472-1309 EM: nvirgilio@alphabroder.com FSF: 0000022653

Bodek and Rhodes Inc. is now Broder Bros /DBA/ alphabroder

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. DELIVERY

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All shipments are made direct to each ordering agency/facility within one week. F.O.B. destination with shipping charges pre-paid. Partial delivery will be accepted for any item.

6. PRICING

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Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet associated with this contract award for **minimum** discount offerings.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16072B-APPAREL_BLNK on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. STATEMENT OF NEEDS

The purpose of this contract is for the procurement of apparel blanks needed for Correctional Industries. Through the Correctional Industries program, value is added to the apparel blanks through: silk screen, embroidery, and sublimation applications. Apparel blanks are defined as apparel that has yet to be embellished in any way. Correctional Industries will complete the silk screen, embroidery, or sublimation applications based on their customer's need.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. BACK ORDER

It is the responsibility of the vendor to notify the ordering agency immediately upon notification from the Manufacturer that an item is on back order. The vendor shall state the reason for the back order and the date the agency can expect delivery. After receiving this information the agency will make the determination to wait for the item or cancel it.

14. PACKAGING

All deliveries shall be packaged individually and the package shall be clearly marked on the outside with the purchase order number, DCI T-3 and contain quantity of all items contained in the package. Additional request regarding packaging shall be negotiated between the ordering agency and the vendor.

15. INSPECTION

Upon delivery, the item(s) shall be inspected by an authorized representative from the respective agency, and if found to be defective or failing in any way to meet the specifications as indicated, it will be rejected.

The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Vendor.

16. RETURN MATERIAL AUTHORIZATION

Each ordering agency may return products found to be non-conforming, prior to embellishment application, to the successful bidder at no charge to that agency. Immediate replacement is expected if required by that agency. No restocking charge is authorized for material returned to the successful bidder under non-conforming conditions. Any agency returning stock materials to the successful bidder due to the requirement changes may be liable for a (not to exceed) 15% restocking charge.

17. INVOICE

All invoices submitted shall be indexed by employee and itemized in the following format:

- a. Item description (Manufacturer Name & Item #)
- b. Quantity
- c. Unit price of item(s)
- d. Total cost per item

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e. Total cost of the entire order

Any invoice not submitted in the above format will be returned.

18. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

19. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

20. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

21. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.